

## STANDARD AGREEMENT

STD 213 (Rev 06/03)

FULLY EXECUTED

AGREEMENT NUMBER

17-T4413

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Toxic Substances Control

CONTRACTOR'S NAME

Contractor's Crane Service

2. The term of this Agreement is: April 16, 2018 through December 31, 2018

3. The maximum amount of this Agreement is: \$9,776.00  
Nine Thousand Seven Hundred Seventy-Six Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC 04/2017

Check mark one item below as Exhibit D:

☒

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

7 page(s)

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

4 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

## CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contractor's Crane Service

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Tyler Yung, Dispatch

ADDRESS

7009 Valjean Avenue, Van Nuys, California 91406

## STATE OF CALIFORNIA

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew Collada, Deputy Director- Administrative Services

ADDRESS

1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806

California Department of General  
Services Use Only

☒ Exempt per:  
DGS Exemption 40.06

1. This Contract is entered into between Contractor's Crane Service, (Contractor) and the Department of Toxic Substances Control (DTSC) to provide crane operation services and equipment needed to transfer shipping containers. The term of this contract is through December 31, 2018 and shall not exceed an amount of \$9,776.00. This contract may be amended in writing upon mutual agreement by both parties.
2. The Contract Representatives during the term of this Contract will be:

**Contract Manager**

Peter Ruttan  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826  
Phone: (916) 255-3777  
[Peter.Ruttan@dtsc.ca.gov](mailto:Peter.Ruttan@dtsc.ca.gov)

**Contractor Representative**

Tyler Yung  
Contractors Crane Service  
7009 Valjean Avenue  
Van Nuys, California 91406  
Phone: (818) 785-8850  
[valleycranecontactors@gmail.com](mailto:valleycranecontactors@gmail.com)

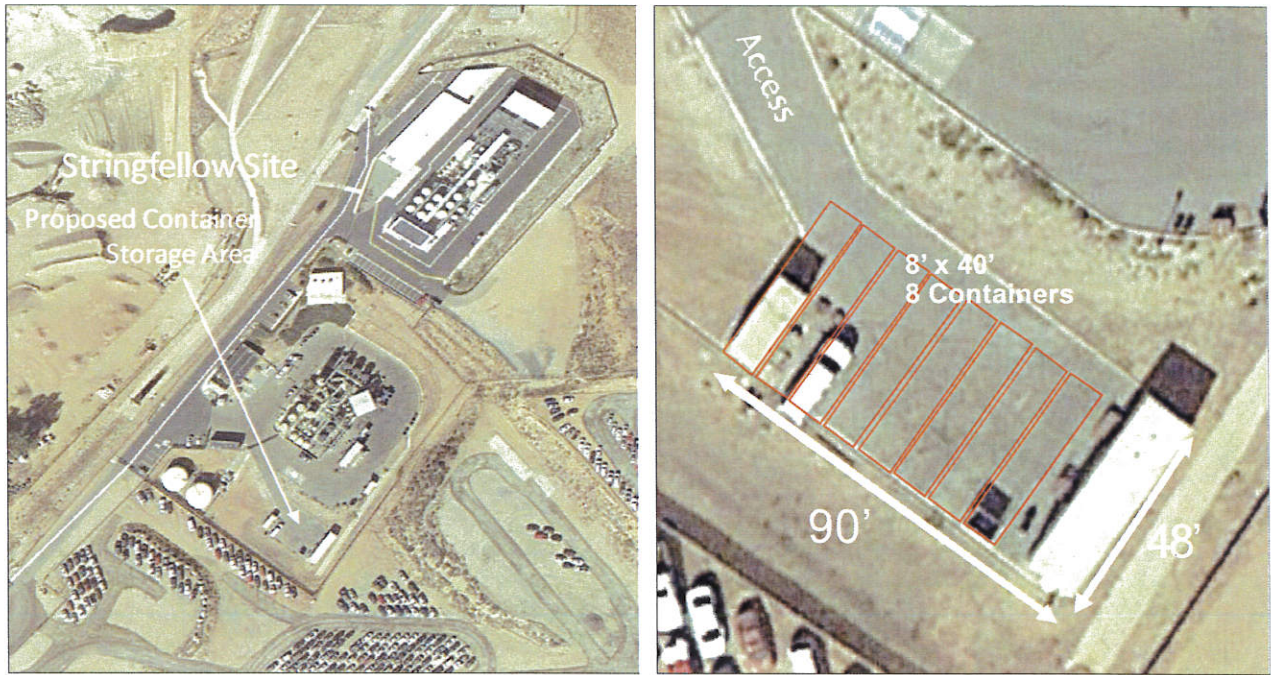
**DTSC Contract Administrator**

Carlos Aceituno  
Department of Toxic Substances Control  
1001 I Street, PO Box 806  
Sacramento, California 95812-0806  
Phone: (916) 324-1942  
[Carlos.Aceituno@dtsc.ca.gov](mailto:Carlos.Aceituno@dtsc.ca.gov)

3. Either above Contract Manager/Contractor Representative may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit.
4. **Scope of Work**

Contractor's Crane Service (CC) will provide the equipment (including 40-ton and 70-ton cranes and all strapping and rigging) and labor [operator and rigger(s)] to lift and transfer up to ten (10) refurbished shipping containers measuring up to 40'x8'x10', from DTSC's Stringfellow Site, 3450 Pyrite Street, Riverside, California 92509, into side-by-side positions at the Proposed Container Storage Area as shown on Figure 1 below. Contractor's Crane Service is not responsible for the procurement or delivery of the shipping containers to DTSC's Stringfellow Site. The activities are anticipated to take up to two working days to complete.

**FIGURE 1 – Site Location and Container Map**





## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing and Payment.**

- A. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. Contractor shall bill DTSC in arrears no more often than monthly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- B. Invoices shall be submitted in duplicate: one original hard copy on Contractor's letterhead and one copy in PDF format. The invoice shall include the Contract number and dates of service covered. Submit all invoices to:

Department of Toxic Substances Control  
Attn: Contracts Unit  
P. O. Box 806, Floor 21-5  
Sacramento, California 95812-0806

### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DTSC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, DTSC shall have the option to either cancel this Contract with no liability occurring to DTSC, or offer and Contract to Contractor to reflect the reduced amount.

### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.3. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

**Budget Detail**

Line Item	Units	Contractors Crane		
		Rate	Quantity	Cost
Mob/Demob/H&S (40-ton)	Hour	\$195.00	5	\$975.00
Mob/Demob/H&S (70-ton)	Hour	\$400.00	3	\$1,200.00
Site work (40-ton)	Hour	\$195.00	8	\$1,560.00
Site work (70-ton)	Hour	\$400.00	5	\$2,000.00
Extra Man/Riggers	Hour	\$65.00	13	\$845.00
Prevailing wage premium (40-ton)	Hour	\$65.00	13	\$845.00
Prevailing wage premium (70-ton)	Hour	\$130.00	8	\$1,040.00
Prevailing wage premium (extra man)	Hour	\$65.00	13	\$845.00
Transportation fee	Lump sum	\$0.00	0	\$0.00
Permits/plans	Lump sum	\$0.00	0	\$0.00
Subtotal				\$9,310.00
Contingency				\$466.00
<b>Total</b>				<b>\$9,776.00</b>

## **SPECIAL TERMS AND CONDITIONS**

### **Agreement Limits**

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

### **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions (GTC), this Agreement requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon Contractor's conformance to the requirements of the Statement of Work, Exhibit A. DTSC's acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

### **Assignment of Rights, Delegation of Duties**

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Agreement or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of DTSC's absolute right to consent to each and every subsequent assignment or subcontract. Contractor may not, without prior written consent of DTSC, assign any other right.

### **Audit**

Notwithstanding the Audit Clause in Exhibit C in the current GTC, DTSC adds the following:

Contractor agrees that DTSC, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of DTSC to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

### **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic

data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all Subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to DTSC, to protect the information from disclosure.

### **Conflict of Interest**

The prospective Contractor shall disclose any financial, business, or other relationship with DTSC that may have an impact upon the outcome of this Agreement and/or any ensuing project to follow. The prospective Contractor shall also list current clients who may have a financial interest in the outcome of this project. This agreement also complies with Public Contract Code, (PCC) 10410 and 10411.

### **Copyrights and Ownership of Data**

DTSC shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Agreement belongs to DTSC from the moment of creation.

DTSC retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Agreement and any derivative products based on Agreement data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting DTSC the copyright for any data created, provided, developed, or produced under the Agreement and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to DTSC in a format prescribed by DTSC. For any data where the copyright is not granted to DTSC, DTSC shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Agreement and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

### **Dispute**

Except as otherwise provided, if Contractor disputes a decision of Contract Manager regarding the performance under this Agreement or other issue for which Contract Manager is authorized by this Agreement to make a binding decision Contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason Contractor believes the decision of the Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support Contractor's position; and, 4) the dollar amount in dispute (if known).

Contract Manager shall issue a dispute decision within ninety (90) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to Contractor by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Agreement provisions; 3) a statement of the factual areas of agreement or disagreement; and, 4) a statement of Contract Manager's decision with supporting rationale.

The decision of Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of Contract Manager's decision, Contractor files a notice of appeal addressed to the Director, Department of Toxic Substances Control.

In connection with any appeal proceeding under this Agreement, both parties shall be afforded an opportunity to be heard and to offer evidence and oral argument in support of their positions. The Director or his designee shall appoint one or more examiners to conduct appeal proceedings and to make recommendations to the Director or his designee as to the proper findings and conclusions to be reached in the appeal. During the pendency of any dispute, Contractor shall diligently continue all Agreement work and comply with all Contract Manager orders and directions.

### **Entire Agreement**

This Agreement supersedes all prior agreements; oral or written, made with respect to the services provided herein.

### **Governing Law**

The laws of the State of California shall apply to the Agreement to both interpretation and performance.

### **Licenses**



The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) expires at any time during the term of this agreement, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

### **News Releases and Publicity**

The Contractor shall not issue any news releases or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of DTSC.

### **Patent**

If the development of an invention occurs during the terms of this agreement, the state reserves the rights to assignment and registration of such invention with the U.S. Patents Office. Permission by DTSC may be granted to inventor for application for Patent with all rights reserved in the State of California.

### **Payments**

Payments to Contractor shall be considered to include reimbursement for all taxes paid by Contractor under this Agreement.

For purposes of time reporting, increments of more than fifteen minutes and up to thirty minutes will be considered one-half hour for those agreement rate categories based on an hourly rate. Overtime will be compensated at the hourly rate (straight time). No standby time will be compensated.

### **Personal Services**

This agreement has complied with the Standards set forth in Government Code Section 19130(b), and Public Contract Code Section 10337.

### **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between DTSC and any Subcontractors, and no Subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to DTSC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from DTSC's obligation to make payments to the Contractor. As a result, DTSC shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

### **Professional Work**

All work to be performed in accordance with all acceptable State standards.

### **Release of Claims**

The acceptance by the Contractor of final payment shall be and shall operate as a release to DTSC of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement and for every act or omission of DTSC and others relating to or arising out of this Agreement.

### **Responsibilities Upon Termination**

After receipt of notification of termination of this Agreement, and except as otherwise specified by DTSC, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- b. Assign to DTSC, effective on the date of termination, in the manner, and to the extent specified by DTSC, all of the rights, titles, and interests for the Contractor under the orders in which case DTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c. Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of DTSC to the extent DTSC may require. DTSC's approval or ratification shall be final for the purposes of this section.
- d. Upon effective date of termination of the Agreement and the payment by DTSC of all items properly chargeable to DTSC hereunder, Contractor shall transfer, assign, and make available to DTSC all property and materials belonging to DTSC, all rights and claims to any and all reservations.
- e. Take such action as may be necessary, or as DTSC may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which DTSC has or may acquire an interest.

### **Rights to Data**

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

### **Severability**

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Agreement shall remain in effect.

### **Substitution of Subcontractors**

After award of a contract, the successful Contractor must use the DVBE subcontractors and/or suppliers proposed in the bid/proposal to DTSC unless a substitution is requested. The Contractor must request the substitution in writing to the awarding agency and the awarding agency must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substituted firm will perform.

### **Termination for Convenience**

In addition to the current GTC termination clause::

DTSC may terminate performance of work under this agreement in whole or from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall:

- 1) Stop work as specified in the Notice of Termination.
- 2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the agreement.
- 3) Terminate all subcontracts to the extent they relate to the work terminated.
- 4) Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of the agreement.
- 5) Resolve all outstanding liabilities arising from the termination of subcontracts and supplier agreements. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in the agreement, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by State that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under the agreement. Contractor shall submit to DTSC within thirty (30) calendar days an invoice for the amount that represents the work performed and expenses incurred to the effective date of termination.

### **Termination for Default**

In addition to the current GTC termination clause:

DTSC may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this contract and shall fail to cure such default within a period of ten (10) days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as "Termination for Default".

If after notice of termination of this contract for default, it is determined by DTSC or a court that Contractor was not in default or that Contractor's failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event DTSC terminates this contract in full or in part as provided in this Termination for Default provision, DTSC may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and Contractor shall be liable to DTSC for any excess costs reasonably incurred for such similar supplies or services. Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. Contractor's refusal to accept or perform work assigned under the terms of this contract shall be deemed an intentional act in default of this contract.

### **Travel and Subsistence Payments**

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources' Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to the Department upon request.

**EXHIBIT E**

**ADDITIONAL PROVISIONS – DEFINITIONS**

**1. Accounting Practices and Direct Costs**

These costs are allowable for reimbursement to the extent that they are accounted for under generally accepted accounting principles and are reasonable, allocable and accounted for in a manner consistent with the Contractor's established, usual, and accepted accounting practices in charging costs to its other activities. To be reasonable, direct costs cannot exceed that which would be incurred by an ordinary prudent person in the conduct of the competitive business. To be allocable, direct costs performed in the contract must not be otherwise charged to the Contract. Direct costs cannot be unlawful under any applicable statute and cannot be precluded from allow ability by any provision of the particular Contract of concern.

**2. Procurement and Contracting Officer or Designee**

The Department of Toxic Substances Control Official located in the Contract and Business Management Branch with delegated authority to sign Contracts and amendments. This individual has responsibility for all issues affecting or affected by the general terms and conditions of the Contract and any amendment(s) to the Contract.

**3. Contract Manager**

The DTSC official designated in the Contract to represent DTSC in the ongoing management and administration of the Contract, Work Orders, Field Orders and Amendments issued under the authority of the Contract. This individual serves as the focal point for all Contracts between DTSC and the Contractor.

**4. Contractor Representative**

The individual designated by the Contractor to represent the Contractor in the ongoing management and administration of the Contract, Work Orders and Field Orders issued under the authority of the Contract.

**5. Contractor**

The individual, partnership, association, or any combination thereof, who has entered into a Contract with DTSC. DTSC may direct Contractors to work alone or in cooperation with other Contractors depending on the nature of the work required and the services provided by the Contractor.

**6. Costs**

Direct costs are those costs that can be identified specifically with a particular Work Order/Field Order and include personal services and travel.

Personal Service Costs: Individual or position rates/units of time. This cost is a fully loaded rate/units of time and includes any indirect, overhead and fringe benefit costs.

7. **Director**

The Director of the Department of Toxic Substances Control, State of California, or Director's designee.

8. **Equipment**

Any property with an original cost of \$500 or more, exclusive of sales tax; has a normal life of at least four years; and does not change its basic identity with use (e.g., not consumed by use, such as paper; or converted by fabrication into another form of property).

9. **Excluded Costs- examples of costs which are not allowable:**

- All mileage for ground transportation in excess of the rate prescribed by DTSC for reimbursement of non-represented employees.
- All advertisement costs.
- All bad debts including losses arising from uncollectible accounts and other claims, such as dishonored checks, employee advances, and related collection and legal costs.
- Unsupported general contingency costs.
- Entertainment costs to include amusements, social activities, and incidental activities relating thereto, such as meals, beverages, lodging, transportation and gratuities.
- All interest, fines and penalties paid on delinquent taxes.
- All other fines and penalties except those incurred as a direct result of compliance with a specific provision of the Contract.
- All gifts, contributions, and donations.
- Losses incurred under other Contracts.
- All Federal income taxes and Federal excess profit taxes.
- All taxes from which the Contractor could have obtained an exemption, but failed to do so.
- Litigation costs (filing fees, legal fees, expert witness fees, and all other costs involved in litigating claims in court or before an administrative board.
- Pre-Contract costs incurred prior to the effective date of the Contract directly pursuant to and in anticipation of the award of the Contract.
- Costs incurred preparing, submitting and supporting bids and proposals.
- Actual losses that could have been covered by permissible insurance or were expressly covered by self-insurance.

10. **Field Order**

Written direction from DTSC's Project Manager to modify Work Orders as necessary to meet time critical needs to implement the Scope of Work based on changed or unforeseen Site conditions. The Project Manager will coordinate with the Contract Manager or designee in order to provide this approval. The approved Field Order operates as an approved amendment to the Work Order and a revision to the Work Order Budget, if necessary.



**11. Fully Loaded Rates**

Fully loaded rates are what DTSC will pay for provided services. DTSC considers the following items to be part of fully loaded rates: all salaries, indirect costs consistent with cost accounting practices, prevailing wage rates (including all record keeping relating to prevailing wage rates, apprenticeship programs and potential penalties), overhead, metric conversion expenses, monthly expenditure tracking, coordination and oversight of Contractor, general and administrative expenses, including bookkeeping, accountants, and general administrative support, and profit. They shall also include all support services (training, mailing, including all expedited deliveries, photocopying, telephone, cellular phones, etc.); materials (paper, binders, report covers, postage, office supplies, ice, field supplies, etc.); office equipment (personal computers, calculators, table and chairs for mobile trailer, any on-site equipment including laptop/computers, printers, faxes, staplers, etc.); field equipment (tools, bailers, consumables, duct tape, digital camera, video camcorder equipment, etc.) necessary to perform as required in a manner consistent with normal industry standards, except such equipment as are included as a Contract Rate in Exhibit B.

The following items shall be provided by the Contractor at no additional cost to DTSC as necessary to perform as required and in a manner consistent with normal industry standards: sampling equipment (jars, coolers, markers, ice, paper towels, etc.); real time hand-held monitoring equipment (dust meters, PID, etc.); small hand tools (hammer, shovels, wrenches, screwdrivers, push brooms, pliers, drills, saws, weed eater, chainsaw, distance wheels, utility knives, mops, ladders, post hole digger, rakes, sledge hammer, etc.); and health and safety equipment and supplies (drinking water, Gatorade, ChapStick, sunscreen, First Aid kit, fire extinguisher, protective clothing for level D, including coverall, hard hats, eye protection, steel-toed boots, rain gear, respiratory equipment; work gloves, decontamination equipment, shop towels, liner bags, hand cleaners, buckets, soap and scrub brushes, tarps for decontamination areas, cleaning solutions, air horns, etc.), except if the above items listed are included as an Contract Rate in Exhibit B.

Travel and per diem (lodging and meals) are not included in the fully loaded rates. Separate reimbursement for per diem shall be allowed when specifically authorized by DTSC and shall not exceed rates established by the California Department of Personnel Administration (DPA) for non-represented employees. (See website: <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>). Overtime is not included in fully loaded rates.

**12. Project Manager**

The person or firm designated by DTSC to coordinate all activities performed by the Contractor under the Contract. Under the direction of the Contract Manager, the Project Manager may serve as the focal point for all work, required reports, billing, and work certification required by the Contract. A DTSC employee will generally carry out these responsibilities or Contractor hired specifically for this purpose.

**13. Project Representative**

The individual designated to represent the Contractor in the ongoing management and administration of the Contract, Work Orders and Field Orders issued under the authority of the Contract.

**14. Standby Time**

Includes problem situations involving site access problems or delays caused by other State Contractors or personnel and when the Contractor is prevented from performing the necessary work due to no fault of its own.

**15. State**

The State of California acting through the Department of Toxic Substances Control.

**16. Subcontractor**

A legal entity hired directly by Contractor to perform some designated portion of the work Contractor has agreed to perform for DTSC.

**17. Work Order**

The written mechanism used by the Contract Manager for implementing the terms and conditions of this Contract. Work Orders and Work Order Amendments inclusive of Field Order modifications become part of this Contract.

Work Orders are issued by the Contract Manager or designee and require the Contractor to perform specific services for a specified dollar amount.

Work Orders do not encumber funds. Work Orders are based on the cost and rates included in Exhibit B of this Contract. Work Orders may include non-Contract Rate items with a general and administrative percentage for specified categories of service (e.g., disposal, subcontractors, etc.). Work Orders should include a line-item definition of the cost of work to be done and will be used to evaluate and approve Contractor invoices for payment purposes.